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Appendix II: Models for Contracts

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Appendix II

Models for Contracts

1. Model contract for work in a missionary parish – some possible conditions

Contract between the Diocese of _____ and the Congregation of the Mission

The Diocese of _____, represented by Bishop _____, and the Congregation of the Mission, represented by _____, have agreed to the following contract:

Pastoral Activity

The bishop entrusts to the Congregation the administration and pastoral care of the parish of _____ with its respective chapels.

In order to help with the sustenance of the missionaries and to maintain the works of the parish and its communities in their care, the bishop concedes to the Congregation all the income from the parish, except for special collections (e.g., Pontifical, National, and Diocesan collections).

The bishop will assist in seeking the funds necessary for the building of new chapels, facilities, and other works required in the future for the proper exercise of the pastoral activities of the mission.

Any explicit directions regarding the pastoral work (for example, the parish will try to become a model in the formation of the laity, the formation of the communities based in the Word of God, the service of the poor, missionary outreach, etc.) should be mentioned in this section.

Other possible conditions:

The bishop will provide a vehicle(s) for the use of the missionaries in carrying out their pastoral activities.

Personnel

The Congregation will provide _____ (2, 3, 4) missionaries necessary to attend to the parish and communities mentioned above.

The Congregation will make necessary changes in personnel and will inform the bishop at the appropriate time.

The Congregation will present the missionaries to the bishop so that he can name them and give them the rights necessary to minister in the diocese.

The bishop will take responsibility for the necessary arrangements with the civil authorities regarding the stay of the missionary in the country.

Other possible conditions:

The bishop will provide the economic assistance necessary for the new missionaries to attend a program to learn the local language and culture.

Stipends

The missionaries will receive the monthly stipend of _____ amount, in accord with the Diocesan practice of the stipends for priests (or other pastoral agents) working in the diocese.

In case there is no stipend for the priests or other pastoral agents in the diocese, some other condition can be established concerning the remuneration, if any, of the missionaries.

Insurance

The missionaries will be covered at the expense of the diocese by the medical insurance that is provided for all the pastoral agents of the diocese.

In the case that the diocese has no medical insurance for its pastoral agents:

All the missionaries should have health insurance. The superior of the mission will consult with the bishop and his own superiors as to the best way to accomplish this.

Housing

The bishop will provide suitable housing for the missionaries. The missionaries will have the use of _____ for their residence. The diocese will provide the funds for necessary repairs to the house.

Holidays

The missionaries are entitled to ____ weeks of vacation every year.

The missionaries are entitled to ____ (weeks/months) of vacation every ____ years to return to their country of origin.

The bishop will provide the round-trip cost of travel for missionaries returning on vacation to their country of origin every _____ years.

Other

The bishop recognizes the right of the Congregation to recruit young people who wish to enter the Congregation.

Duration of the Agreement

This agreement is binding for ____ years only, from _____ to _____. At the time of renewal amendments to the agreement can be discussed and agreed upon. In the interim, if either party wishes to change any part of this agreement, it must give ____ months notice in writing before any change can be made, and then only if there is mutual consent.

If at the end of the duration of this agreement either party wishes to cancel the Contract, this should be communicated in writing to the other party ____ months before its termination.

Signatures

For the Congregation of the Mission

For the Diocese of _____

*Visitor of the Province, or
Superior of the Mission, or
the Superior General,
if it is an international mission*

Bishop of the Diocese

2. Model contract for missionary work in a seminary - some possible conditions

Contract between the Diocese of _____ and the Congregation of the Mission

The Diocese of _____, represented by Bishop _____, and the Congregation of the Mission, represented by _____, have agreed to the following contract:

Seminary Ministry

The bishop confers on the Congregation the conducting, on behalf of the Diocese of _____, the _____ Seminary.

The bishop undertakes to provide for the necessary plant, equipment and funding necessary for the conducting of the seminary.

The Congregation will provide the following staff positions for the Seminary: _____.

The Congregation for its part will do all it can to ensure that the seminarians entrusted to its care will be given sound formation for their future lives as priests.

Each student admitted will be the financial responsibility of the diocese accepting him as a candidate for the priesthood.

A budget will be made yearly for the running of the seminary and each diocese will contribute proportionally, according to the number of its students enrolled, to meeting the budget. An annual financial report will be made to the bishop by the rector.

The Rector will ensure that records are kept concerning all the students who enter the seminary. He, or a person delegated by him, will keep the records of the permits needed to enter, reside and work in _____ (country) for foreign staff and will ensure that their permits are renewed when they fall due. The bishop will assist in working with civil authorities to obtain the necessary permits for staff members.

Any explicit directions regarding the functioning of the seminary should be mentioned in this section.

Other possible conditions:

The bishop will provide the economic assistance necessary for new staff members of the Congregation to attend a program to learn the local language and culture.

Stipends

Each staff member from the Congregation of the Mission will receive from the diocese a monthly stipend of ____ . He will receive a further ____ towards a retirement fund. From this stipend he is expected to meet his own food, laundry, and personal expenses. The amount of this stipend is to be reviewed annually.

The cost of electricity and water are included in the housing provided by the diocese for the Congregation staff members. Permits to enter, reside and work in the country will be paid for by the diocese.

Pastoral Activity (if any) within the Diocese of _____

Pastoral expenses which will be incurred in assisting with Parish Work within the Diocese of _____ will be met by the diocese.

Insurance

Each member of the Congregation working in the seminary will be covered by Medical Insurance. The cost of this insurance will be the responsibility of _____ (*the diocese, the Congregation, or a combination*).

Housing

The diocese will house the members of the Congregation working in the seminary within the seminary complex for the entire year, even when the seminary is not in session.

Holidays

The Congregation staff members are entitled to ____ weeks of vacation every year.

The Congregation staff members are entitled to ____ (weeks/months) of vacation every ____ years to return to their country of origin.

The bishop will provide the cost of travel of Congregation staff members returning to their country of origin for vacation every ____ years.

Care of Seminary Property

The upkeep and maintenance of the seminary and the staff residences will be the responsibility of the diocese. All buildings used by the Congregation remain the property of the diocese. No part of the plant or its equipment may be exchanged or sold without permission of the bishop.

Property of the Congregation

If the Congregation acquires, or brings to the country, any property which can rightly be call property of the Congregation of the Mission or of any of its members, it must clearly identify such property, so that it will not be confused with seminary property.

Duration of the Agreement

This agreement is binding for ____ years only, from _____ to _____. At the time of renewal amendments to the agreement can be discussed and agreed upon. In the interim, if either party wishes to change any part of this agreement, it must give ____ months notice in writing before any change can be made, and then only if there is mutual consent.

If at the end of the duration of this agreement either party wishes to cancel the Contract, this should be communicated in writing to the other party ____ months before its termination.

Signatures

For the Congregation of the Mission

For the Diocese of _____

*Visitor of the Province, or
Superior of the Mission, or
the Superior General,
if it is an international mission*

Bishop of the Diocese